

Leon County Expanded Driver's Education Agreement

This Agreement dated this 8th day of August 2005, by and between LEON COUNTY ("County"), a political subdivision of the State of Florida, and LEON COUNTY SCHOOL BOARD, hereinafter referred to as the "School Board."

WHEREAS, the County has identified the need to further the provision of driver's education for Leon County citizens; and

WHEREAS, the County adopted Ordinance #2002-20 on September 24, 2002, providing for an additional \$3.00 civil traffic penalty to fund traffic education programs in public and non-public schools; and

WHEREAS, the County has recommended funding to the Leon County School Board, as set forth in this document; and

NOW THEREFORE, for and in consideration of the following, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1: Clients To Be Served.

Eligibility for services under this Agreement shall be limited to residents of Leon County. Proof of residency shall be established by the School Board and documentation of this residency shall be maintained by the School Board. Funding from this program shall be made available for driver education programs in both public and nonpublic schools.

Section 2: Services To Be Offered Per This Contract by School Board.

The School Board shall use funds to purchase classroom driver education materials, including at least eight (8) computer monitor simulators, and additional instruction materials, as funding allows.

Section 3: Reports.

A. The School Board shall submit a comprehensive final (annual) report to the County that provides a detailed summary of all expenditures made and clients served utilizing the funds derived from this Agreement. This annual report shall also comprehensively detail the outcomes experienced from this program and the volume and types of services performed in the reporting year. The report shall also compare the current period against measures from previous years, as appropriate. This report shall be due to the County Administrator or his designated agent within fifteen (15) calendar days of the last day of the Agreement term.

Section 4: Audits, Records, and Records Retention.

Attachment # 2
Page 2 of 6

The School Board agrees:

A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with the generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.

B. To retain all client records, financial records, time sheets, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.

C. Upon completion or termination of the Agreement and at the request of the County, the School Board will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section 4, paragraph A, above.

D. To assure that these records shall be subject at all reasonable times to inspection, review or audit by federal, state or other personnel duly authorized by the County.

E. Persons duly authorized by the County, as well as federal auditors, pursuant to 45 C.F.R., Part 92.36(I)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

Section 5: Monitoring.

The School Board agrees:

A. To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the School Board which are relevant to this Agreement, and interview any clients and employees of the School Board to assure the County of satisfactory performance of the terms and conditions of this Agreement.

B. Following any such evaluation by the County, the County will deliver to the School Board a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The School Board will correct all noted deficiencies identified by the

County within the specified period of time set forth in the recommendations. The School Board's failure to correct noted deficiencies may, at the sole and exclusive direction of the County, result in any one or any combination of the following: (a) the School Board being deemed in breach or default of this contract; (b) the withholding of payments to the School Board by the County; and, (c) the termination of this Agreement for cause.

Section 6: Term

This Agreement shall commence upon full execution hereof, and terminate on September 30, 2005, unless terminated sooner pursuant to the provisions of Section 9 herein.

Section 7: Payment.

A. The School Board shall submit a Request for Payment (Exhibit A) to the County at least thirty (30) days prior to the termination of the Agreement. Such invoice shall be sent to:

County Administration
Leon County Courthouse
301 South Monroe Street, Suite 501
Tallahassee, FL 32301

B. Payment of the total Agreement amount shall be remitted to the School Board within sixty (60) days of the expiration of the Agreement term.

Section 8: Indemnification.

To the extent permitted by law, the School Board agrees to indemnify and hold harmless the County, its officials, officers and employees from any and all claims, damages, causes of actions, liabilities or suits of any nature whatsoever arising out of or in any way related to the provisions of this Agreement by School Board, its delegates, agents or employees, or due to any act, occurrence or omission by or of the School Board, including, but not limited, to costs and reasonable attorney's fees. The County may, at its sole option, defend itself or allow the School Board to provide the defense. The School Board acknowledges that Ten (\$10.00) Dollars of the amount paid to the School Board and other good and valuable consideration is sufficient consideration for the School Board's indemnification of the County.

Section 9: Termination.

A. The County may terminate this Agreement without cause, by giving the School Board thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days prior written notice of its intent to terminate. The County shall not be required to give the School Board such thirty (30) day written notice if, in the sole opinion of the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the School Board.

B. Termination with cause shall include but not be limited to the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the School Board or due to the discovery of noncompliance with any item detailed within this Agreement.

Section 10: Revisions.

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby, it is necessary for the School Board to deviate from the requirements of the Agreement, School Board shall obtain the prior written consent of the County. The parties agree to renegotiate if amendments to this Agreement become necessary in order to comply with applicable laws, regulations, or amendments to applicable laws or regulations.

Section 11: Construction.

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Section 12: Budget.

Based on Fiscal Year 2004/2005 budgetary forecasts, \$114,000 is anticipated to be available to fund this program. Notwithstanding the aforementioned, the performance of the County's obligations under this Agreement shall be subject to and contingent upon the availability of such lawfully expendable funds.

Section 13: Status.

The School Board at all times relevant to this Agreement shall be an independent contractor and in no event shall the School Board nor any employees or sub-contractors under it be considered to be employees of Leon County.

Section 14: Assignments.

This Agreement shall not be assigned, in whole or in part, without the prior written consent of the County, nor shall the School Board assign any monies due or to become due to it hereunder without the prior written consent of the County.

Section 15: Public Entity Crimes Certification.

The School Board hereby certifies, pursuant to §287.133, Florida Statutes, that neither the School Board nor its agents have been convicted of a public entity crime. Violation by the School Board or its agents of §287.133, Florida Statutes, shall be grounds for cancellation of this Agreement by Leon County.

Section 16: Dori Slosberg Driver Education Safety Act Compliance Statement

The School Board hereby certifies that it shall comply with the provisions of §318.1215, Florida Statutes(2005) requiring that at least thirty percent (30%) of students' instruction time during the invoice period was utilized for behind-the-wheel training.

Section 17: School Board's Responsibility.

It shall be the sole responsibility of the School Board to comply with all applicable Federal, State, County and City statutes, codes, ordinances, rules and regulations in the performance of the School Board's obligations under this Agreement.

WHERETO, the parties have set their official hands and seals effective the date whereon the last party executes said Agreement.

**SCHOOL BOARD OF LEON COUNTY,
FLORIDA**

ATTESTED BY:
Clerk for School Board of Leon County,
Florida

By: Bessie L. McCauley

By: [Signature]
Its Chair

Date: 7/26/05

APPROVED AS TO FORM:
Attorney for the School Board of Leon County,
Florida

By: _____

ATTESTED BY:
Bob Inzer, Clerk of the Court

By: [Signature]
Bob Inzer, Clerk



LEON COUNTY, FLORIDA

By: [Signature]
Cliff Thael, Chairman
Board of County Commissioners

Date: 7/26/05

APPROVED AS TO FORM:
County Attorney's Office

By: [Signature]
Herbert W.A. Thiele, Esq.
County Attorney

AUSLEY & McMULLEN

ATTORNEYS AND COUNSELORS AT LAW

227 SOUTH CALHOUN STREET
P.O. BOX 391 (ZIP 32302)
TALLAHASSEE, FLORIDA 32301
(850) 224-9115 FAX (850) 222-7860

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Agreement/Contract Review Form

I have reviewed the following agreement or contract:

Leon County - Prison's Ed

I have found it to be acceptable in form for execution on behalf of the Leon County School Board.

Signed: _____

Attorney for the Board

Date: _____

7.12.05